


<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 		RATING N/A	PAGE OF PAGES 1
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-HQ-03-11750	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 10/24/2003	6. REQUISITION/PURCHASE NUMBER PR-HQ-03-11750
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers) CODE			8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)		
Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004			Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until <u>04:00 PM</u> local time <u>11/25/2003</u> (Hour) (Date)					
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL:		A. NAME ROBERT G. KRUMHANSL		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202	C. E-MAIL ADDRESS krumhansl.Robert@epa.gov
				NUMBER 564-4791	EXT.


**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE (S)	(X)	SEC.	DESCRIPTION	PAGE (S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS/WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE		REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS			
	F	DELIVERIES OR PERFORMANCE			K	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			L	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS			M		

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	___ CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE	NUMBER	EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE		18. OFFER DATE
				17. SIGNATURE	

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 	
24. ADMINISTERED BY (If other than item 7) CODE		25. PAYMENT WILL BE MADE BY CODE:		ITEM	
		Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				(Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**TABLE OF CONTENTS**

SOLICITATION, OFFER AND AWARD . . . . .	Page 1
PART I - THE SCHEDULE . . . . .	Page B-1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS . . . . .	Page B-1
B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION . . . . .	Page B-1
B.2 WORK ASSIGNMENTS (EPAAR 1552.212-71) (APR 1984) ALTERNATE I (APR 1984) . . . . .	Page B-1
B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984) . . . . .	Page B-2
B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984) . . . . .	Page B-3
B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984) . . . . .	Page B-3
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT . . . . .	Page C-1
C.1 NOTICE Listing Contract Clauses Incorporated by Reference . . . . .	Page C-1
C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994) . . . . .	Page C-1
C.3 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984) . . . . .	Page C-2
C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999) . . . . .	Page C-10
SECTION D - PACKAGING AND MARKING . . . . .	Page D-1
[For this Solicitation, there are NO clauses in this Section] . . . . .	Page D-1
SECTION E - INSPECTION AND ACCEPTANCE . . . . .	Page E-1
E.1 NOTICE Listing Contract Clauses Incorporated by Reference . . . . .	Page E-1
E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984) . . . . .	Page E-1
SECTION F - DELIVERIES OR PERFORMANCE . . . . .	Page F-1
F.1 NOTICE Listing Contract Clauses Incorporated by Reference . . . . .	Page F-1
F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) DEVIATION . . . . .	Page F-1
F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.210-72) (JUN 1996) . . . . .	Page F-1
F.4 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991) . . . . .	Page F-4
F.5 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984) . . . . .	Page F-5
F.6 DELIVERY SCHEDULE (EP 52.212-160) (APR 1984) . . . . .	Page F-5
SECTION G - CONTRACT ADMINISTRATION DATA . . . . .	Page G-1
G.1 NOTICE Listing Contract Clauses Incorporated by Reference . . . . .	Page G-1
G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION . . . . .	Page G-1
G.3 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION . . . . .	Page G-2
G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984) . . . . .	Page G-4

G.5	SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)	Page G-4
G.6	GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)	Page G-4
SECTION H - SPECIAL CONTRACT REQUIREMENTS . . . . . Page H-1		
H.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page H-1
H.2	LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (MAR 1997) ALTERNATE V (MAY 1994)	Page H-1
H.3	OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION	Page H-3
H.4	OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997) DEVIATION	Page H-4
H.5	SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)	Page H-5
H.6	UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)	Page H-5
H.7	UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)	Page H-6
H.8	INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)	Page H-6
H.9	KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)	Page H-6
PART II - CONTRACT CLAUSES . . . . . Page I-1		
SECTION I - CONTRACT CLAUSES . . . . . Page I-1		
I.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page I-1
I.2	OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)	Page I-3
I.3	PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)	Page I-3
I.4	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000) ALTERNATE I (AUG 2000)	Page I-3
I.5	RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987)	Page I-4
I.6	RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) ALTERNATE V (JUN 1987)	Page I-9
I.7	ADDITIONAL DATA REQUIREMENTS (FAR 52.227-16) (JUN 1987)	Page I-14
I.8	RIGHTS IN DATA--SPECIAL WORKS (FAR 52.227-17) (JUN 1987)	Page I-14
I.9	CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	Page I-16
PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS . . . Page J-1		
SECTION J - LIST OF ATTACHMENTS . . . . . Page J-1		
J.1	LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)	Page J-1
PART IV - REPRESENTATIONS AND INSTRUCTIONS . . . . . Page K-1		
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS . . . . . Page K-1		
K.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page K-1
K.2	SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)	Page K-1
K.3	SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)	

K.4	CONTROL AND SECURITY OF TSCA CONFIDENTIAL BUSINESS INFORMATION (EP 52.235-105) (AUG 1993)	Page K-4
K.5	SIGNATURE BLOCK (EP 52.299-900) (APR 1984)	Page K-5
SECTION L -	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	Page L-1
L.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page L-1
L.2	TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)	Page L-1
L.3	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46) (FEB 1993)	Page L-1
L.4	SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)	Page L-2
L.5	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)	Page L-3
L.6	USE OF DOUBLE-SIDED COPYING IN SUBMISSION OF PROPOSALS (EP 52.210-155) (JUL 1990)	Page L-3
L.7	PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)	Page L-3
L.8	INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION	Page L-3
L.9	PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)	Page L-9
L.10	TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)	Page L-11
L.11	RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)	Page L-11
L.12	DEFINITION OF LABOR CLASSIFICATIONS (EP 52.215-120) (FEB 1985)	Page L-11
L.13	EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)	Page L-15
L.14	IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)	Page L-15
L.15	SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)	Page L-16
L.16	ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2) (MAR 1999)	Page L-16
L.17	ORGANIZATIONAL CONFLICT OF INTEREST PLAN (RACS-L-96-4)	Page L-18
SECTION M -	EVALUATION FACTORS FOR AWARD	Page M-1
M.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page M-1
M.2	EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)	Page M-1
M.3	EVALUATION OF CONFLICT OF INTEREST PLAN (RACS-M-96-1)	Page M-5
INVOICE PREPARATION INSTRUCTIONS		Page 1-1
MINIMUM STANDARDS FOR CONFLICT OF INTEREST		Page 2-1
NIH CONTRACTOR PERFORMANCE REPORT		Page 3-1
PAST PERFORMANCE QUESTIONNAIRE		Page 4-1
CLIENT AUTHORIZATION LETTER		Page 5-1
SAMPLE WORK TASK		Page 6-1

SAMPLE WORK TASK II . . . . . Page 7-1

**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)  
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 30,020 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

**B.2 WORK ASSIGNMENTS (EPAAR 1552.212-71) (APR 1984) ALTERNATE I (APR 1984)**

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 (five) calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within fifteen (15) calendar days after receipt of a work assignment, the Contractor shall submit 4 copy(ies) of a work plan to the Project Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within fifteen (15) calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within forty - five (45) calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

### **B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)**

- (a) The estimated cost of this contract is \$0.00.
- (b) The fixed fee is \$0.00.
- (c) The total estimated cost and fixed fee is \$0.00.

**B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)**

For the " Other Direct Cost" line items listed in the Schedule and below, cost in excess of the following amounts are not allowable as a direct charge to this contract without prior written consent of the Contracting Officer, and a modification to the basic contract to increase the "Other Direct Cost", clause. "Other Direct Cost may include local and long distance travel, ground transportation, courier/messenger service/postage, computer usage time/literature search, reproduction, supplies other than those office consumables required for the normal conduct of business, communications and other miscellaneous direct cost.

No Subcontractors or Consultant shall be included in other Direct Costs. No Labor Hours (Professional, Technical or Clerical) shall be included in Other Direct Costs.

Period	Item	Base Amt.	Optional Amt.
BASE	Other Direct Cost	\$41,500*	\$21,500*

\*Exclusive of G&A

**B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)**

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \_\_\_\_\_ is allotted to cover estimated cost. Funds in the amount of \_\_\_\_\_ are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through \_\_\_\_\_.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.



**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
1552.211-79	OCT 2000	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT

**C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.

11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

**C.3 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included

The Contractor shall perform work under this contract only as directed in work assignments issued by the Contracting Officer.

## STATEMENT OF WORK

### A. BACKGROUND

Sections 4, 5, 6, 8, and 21 of the Toxic Substances Control Act (TSCA) require EPA to screen and evaluate data submitted by industry, the Interagency Testing Committee (ITC), petitioners, and/or other interested parties for the purpose of assessing potential health and environmental hazards and risks of chemicals and biotechnology products, which must often be completed within a short time.

Under the High Production Volume Chemicals Program EPA reviews technical reports prepared by government or the private sector which provide data characterizing potential toxicity and to assess risks associated with various chemical substances. EPA comments on the scientific adequacy of the data, and the report as a whole identifies data gaps and research needs that impact determinations of potential toxicity and risk, and makes these reports available to the public and/or generates hazard/risk summaries and assessments for actions taken by EPA on the chemical or biological substance.

In the performance of these various tasks under TSCA and similar activities under such other statutes as the Asbestos Hazard and Emergency Response Act (AHERA), Emergency Preparedness Community Right-to-Know Act (EPCRA), Safe Drinking water Act, Department of Homeland Security act, Clean Air Act Amendments, and such Executive Orders as #12898 on Environmental Justice, EPA coordinates its actions with the requirements of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) as implemented in the various pesticide programs.

Moreover, under the Design for the Environment (DfE), Use Cluster, Pollution Prevention (PP), and Green Chemistry initiatives of OPPT, EPA conducts comparative risk evaluations of environmental chemicals to identify safer substitutes. Other initiatives during this term of contract may include, but will not be limited to: (1) Toxics Release Inventory (TRI), (2) Persistent Bioaccumulative Toxic Pollutants (PBTs), (3) High Production Volume Chemicals (HPV), and Testing, (4) Voluntary Children's Chemical Exposure Program (VCCEP).

Analyses and assessments of hazard and risk must frequently be conducted under severe time and scope constraints imposed under TSCA Section 5 (premanufacture notification) or because of court-imposed deadlines under Sections 4 (testing), 6 (control) and 21 (petitions). Drafts of completed analyses and risk assessments or reviews may require outside review by scientists in designated disciplines prior to delivery to EPA. Completed assessments and reviews must adhere to relevant Agency guidelines. When necessary, they must be legally defensible and must be able to support regulatory actions by EPA and the Office of Pollution Prevention and Toxics (OPPT) in particular. This diverse evaluation, analysis, review and comment (in the form of separate memoranda or document sections) is collated into packages that support regulatory decisions. The timetable for assembling these assessment packages usually requires coordination, adjustments and changes across the sections, and, in effect, requires the Contractor to be on call for rapid turnaround of small-scale tasks.

EPA must have access to the highest quality personnel, technical expertise, and scientific methodologies to assist in or conduct routine, peak workload, and short-turnaround scientific and technical analysis supporting TSCA and other acts which TSCA may support. This access helps OPPT sustain its regulatory decisions when reviewed by the public, environmental groups, other executive agencies, Congress, or the courts.

## B. PURPOSE

To meet these challenges, this contract will provide support for the hazard evaluation, risk screening and assessment functions of OPPT. The purpose of this contract is:

- 1) to support assessment, through compilation and evaluation of data, of chemicals, and biotechnology products examined by OPPT. Assessments range from screening level evaluations that typically use readily available data to more detailed evaluations that assess and integrate hazard, dose response, exposure, and potential risks to health and the environment. These activities also can include preparation of reports, identification of testing needs for chemicals and biotechnology products, development and evaluation of test protocols, and support for extensive data examination.
- 2) to improve the quality and consistency of EPA's science by providing timely expert review, and assist in the preparation of (1) Specific and generic hazard, dose response, and risk assessment documents including those dealing with comparative risk; (2) Test guidelines and standards for developing adequate test data to characterize the health and environmental effects of chemicals and biotechnology products; and (3) analyses of scientific issues dealing with hazard, risk, and comparative risk that arise in the course of assessments and Agency regulatory decisionmaking.
- 3) to provide automatic data processing support and information management support to organize and track submitted data and OPPT evaluations of these data; to provide expertise in software systems for the creation and maintenance of data bases; and to provide presentation materials for completed assessments, expert reviews, and data bases.
- 4) the Contractor will comply with all applicable requirements of the EPA Order 2100 as called for under Section 508 of the Rehabilitation Act.

## C. STAFFING

The contractor shall be able to perform all of the tasks set forth below. The contractor shall provide a stable team of professional level scientists and management and support staff to perform chemical and biotechnological assessment and related Work Assignments. As requested, the contractor shall provide the expertise of prominent nationally recognized expert scientists particularly knowledgeable in selected

chemicals or biological organisms, disciplines, and areas identified by Work Assignments. The contractor shall manage and support these experts so that the performance of Work Assignments occurs in timely and coordinated fashion.

The contractor shall provide expertise in the following areas:

- Biochemistry
- Biostatistics
- Biotechnology/ Genetic Engineering
- Chemical Fate
- Chemistry
- Clinical Microbiology
- Microbial Systematics
- Computer Systems
- General Toxicology
  - Acute, Subchronic, Chronic Toxicology
  - Developmental Toxicology
  - Genetic Toxicology
  - Immunotoxicology
  - Neuro/Behavioral Toxicology
  - Oncology
  - Reproductive Toxicology
- Genetic Construct Assessment
- Ecology
  - Aquatic Ecotoxicology
  - Microbial Ecology
  - Plant Ecology
  - Terrestrial Ecotoxicology
- Economics
- Environmental Risk Assessment Methodologies
- Epidemiology
- Exposure Assessment - for Chemicals and Biotechnology Products.
- Health Risk Assessment Methodologies
- Metabolism/Pharmacokinetics
- Physicochemical Properties
- Plant Genetics
- Plant Pathology
- Structure-Activity Relationships
- Technical Data Management
- Information Management

Field Data Analysis  
Molecular Biology  
Industrial Microbiology/Fermentation Technology

#### D. TASKS

Performance of work under the contract shall be initiated by Work Assignments issued by the Contracting Officer. Work Assignments will be within the scope of work stated in the contract, and will provide instructions defining the problem, available EPA information, sources to be investigated, the manner of evaluation and assessment, and the outputs. The Contractor shall supply the necessary labor, materials, and off-site facilities required for performance of each individual Work Assignment. Because timeliness and efficient use of resources are of the utmost importance, contractors may at times be required to work on site at EPA Headquarters and other government-provided locations. In addition to being scientifically sound, the reports must adhere to Agency criteria for public communications, being clear, concise, transparent and reasonable.

The contractor shall perform the following tasks as required by specific work assignments:

##### 1(a). Screening

Screening is conducted on chemical and biotechnology product data received by OPPT. The contractor shall perform screening level assessments. Additional work may include triage of submitted studies and analyses using structure-activity relationships. Tracking of these screening activities shall also be maintained. Screening encompasses reviews at limited levels of effort from limited, generally readily available, information without extensive research or evaluation.

##### 1(b). Assessments for Chemicals and Biotechnology Products

The contractor shall prepare health and environmental hazard and risk assessments for OPPT. Analyses may involve the following activities: summary of data; literature and data review; evaluation including validation and analysis of data; determination of sufficiency of data for hazard assessment; identification of data gaps; and determination of effects of concern. As specified by work assignment, the contractor shall

prepare statistical analyses, including but not limited to "no-observed(-adverse)-effect-levels" (NO(A)ELs), and dose-response curves. Measures of virulence and genetic construct persistence may be requested for biotechnology products. The contractor may be required to provide computer-assisted aggregation and analysis of scientific and technical data using statistical and deterministic models and other software tools available to the OPPT. Where submitted data are limited (for example as in Section 5 Premanufacture Notices), the Contractor may be required to perform structure-activity analyses with respect to toxicologically important moieties and structural analogues and biotechnology products.

The Contractor shall be able to maintain, develop or modify statistical procedures and methodologies to compile, validate and analyze health and environmental effects research data arising from epidemiologic studies, plant, and animal bioassays, and toxicity tests and structure-activity data.. This may involve the preparation, modification, and/or testing of statistical analysis methods and processing and computation programs. The Contractor shall be able to adjust or fine-tune statistical packages to better adapt them to Contractor use for OPPT needs. In addition to facility in the Agency's Benchmark Dose Software and Catreg, the Contractor must be able to program in C++, VS Fortran, Pascal, and S, to compile and link-edit such programs as the JCL or a similar product, and also to use statistical packages including S+ and R, and the Statistical Analysis System (SAS) (resident on mainframe and on personal computer), with each as they may aid in the completion of EPA-required analysis, review, or assessment of toxicologic or epidemiologic data or studies. The ability should extend to use of statistical graphing packages such as SASGRAPH and SYSGRAPH and object- oriented languages which may be used to present various postulated dose-response relationships over a range of dose or exposure levels. In addition, the Contractor may be required to create new statistical algorithms to aid in analysis and assessment. Analyses, assessments and reviews carried out under all the statutory requirements may need to support EPA regulatory actions; consequently, they must be accompanied by full documentation (hard copy and on electronic media; specifics to be given in work assignments) of any methodology used.

The contractor's reviewer shall be available to discuss the results of any review and offer clarification, if needed. These discussions will be via teleconference and/or face to face meetings with EPA scientists.

## 2. Scientific Issue Resolution

The contractor shall provide the support required to address science issues, comparative risk issues, and/or other science questions of importance to EPA for EPA's development of science policy determinations and statutory decision making. For each issue, or set of questions, identified in Work Assignments, the contractor shall have scientists with expert knowledge of the subject prepare reports that substantively discuss the issue or questions, presenting the various options for resolution and basing the options on the published scientific literature; and these scientists shall attend a round-table discussion with EPA scientists at EPA Headquarters for further information exchange and consensus building.

## 3. Review Panels/Workgroups/Workshops/Symposia

The contractor shall organize, prepare, conduct, present reports, participate in and/or document the proceedings of Scientific Review Panels, Workgroups, Workshops, or Symposia convened to: 1) review health and environmental data to determine the current state of knowledge of adverse health and environmental effects; 2) review state-of-the-art test methods in particular health and environmental areas; 3) perform related information-sharing tasks on health and environmental effects topics of interest to EPA. This effort shall include both administrative support tasks (which are integral to the planning, coordination and conduct of scientific meetings) and technical or scientific support for the preparation of reports and issue papers, as well as acquisition of cited key references and translations. The contractor shall provide administrative support only for tasks that also require technical scientific support under this contract. Support that is not technical in nature includes acquisition of meeting facilities, advance and on site registration, non-technical note taking, court reporter services, and/or acquisition of non-technical meeting facilitation.

The contractor shall assist EPA in conducting various forms of Agency Peer Review of scientific papers and documents.

## 4. Test Guidelines/Standards

The contractor shall provide support in preparing health and environmental test guidelines and standards in OPPT standard guideline format (see OTS Manual for Preparing Documents, Attachment I) and support documents that include the rationale for testing procedures and



conditions for tests. This work may include reviewing existing guidelines and evaluating scientific data concerning the choice of test parameters (including sample sizes to achieve desired specifications), developing and validating new test methods, and formatting and transcribing guidelines based on decisions made by EPA. A quality assurance project plan will be required when the task is to develop or validate new test methods.

5. (a) Automated Data Processing (ADP) and (b) Information Management Support (IMS)

The contractor shall provide technical information management support for intranet and internet information system development. Information systems may require the capturing and processing of external and internal data sources using imaging technology, tracking information (both external and internal) within a system, capturing internal word processing data and/or other electronic generated data as well as external electronic data, archiving data, and possibly disseminating this information via the internet, EPA's Home Web Page, or a Division Home page. The contractor shall provide technical processing support and basic ADP support to complement in-house resources. Technical processing support shall include but not be limited to the initial review of submissions, preparation of data entry forms, and data entry following accompanying Quality Control (Q/C) procedures; internal transmittals; preparation and mailing of acknowledgment letters to submitters; preparation of submission abstracts and data summaries; document imaging support to EPA systems; and maintenance of file integrity. ADP support includes the design, development and maintenance of existing chemical assessment technical support systems, such as small-scale computer systems and office automation systems within the constraints of Office of Information Resources Management (OIRM) policy and contracts. Development of such systems shall be preceded by a feasibility study and requirements analysis.

The Contractor shall provide support that includes, but is not limited to, the following: maintaining existing and developing new information exchange systems; developing management-event tracking systems; developing reporting forms fully contained in computer media; evaluating hardware/software/peripheral combinations for document tracking, review and dissemination. Contractor must be knowledgeable in the construction of databases used for chemical and biotechnology products. This includes familiarity with data formats commonly used for

data bases relevant to these products. Contractors shall develop and maintain databases using such software products as: ISIS/Base, Lotus Approach, Lotus Notes, and other standard software as well as provide for data maintained in Genbank and RKC formats used for biological products.

#### Other Support

The contractor shall aid in defining literature and chemical structure search strategies and performing such searches. These capabilities will be required only to supplement, on an as needed basis, the standard OPPT search capabilities.

As requested in specific work assignments, the contractor shall provide supplemental references and translation acquisition, from a foreign language to English, when essential references are not available within the time limits of a specific assignment through OPPT's standard reference and translation acquisition sources.

As requested in specific work assignments, the contractor shall provide presentation materials of completed assessments, expert reviews, SARs, data bases, resolutions of scientific issues, and test guidelines/protocols. Presentation materials shall include, but not be limited to Power Point presentations, 35-mm slides, overheads, camera-ready graphs and figures, Posters, and covers for EPA publications.

#### **C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue

with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

**SECTION D - PACKAGING AND MARKING**

[For this Solicitation, there are NO clauses in this Section]

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

**E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. Environmental Protection Agency  
OPPT (7406M)  
1200 Pennsylvania Ave., NW  
Washington, DC 20460

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)
1552.211-75	APR 1984	WORKING FILES

**F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) DEVIATION**

The Contractor shall prepare and deliver reports as specified below.

REPORT	No. of Copies	ADDRESS
Work Plan and Modifications	4	3 Cy to Project Officer 1 Cy Work Assignment Manager
Monthly Progress Reports	3	2 Cy to Project Officer 1 Cy to Contracting Officer
SF294 Summary Subcontract Report for Individual	2	1 Cy to OSDBU and Contracting Officer
SF295 Summary Subcontract Report	2	1 Cy to OSDBU and Contracting Officer

The mailing address for the Office of Small Disadvantaged Business Utilization is:

U.S. EPA  
OSDBU (Mail Code 1230-A)  
1200 Pennsylvania Ave., NW  
Washington, DC 20460

**F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.210-72) (JUN 1996)**

(a) The Contractor shall furnish three (3) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work

assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the Project Officer at the below listed addresses on or before the 10th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

U.S. Environmental Protection Agency  
OPPT (7406)  
1200 Pennsylvania Ave., NW  
Washington, DC 20460

**F.4 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150)**



(JUN 1991)

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by- products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER  
AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
NEWSPRINT .....			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing .....			50
Mimeo and duplicator paper .....			50
Writing (stationery) .....			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers .....			50
Envelopes .....			50
Form bond including computer .....			50
paper and carbonless			
Book papers .....			50
Bond papers .....			50
Ledger .....			50
Cover stock .....			50
Cotton Fiber papers .....	25		50
TISSUE PRODUCTS:			
Toilet tissue .....	20		
Paper towels .....	40		
Paper napkins .....	30		
Facial tissue .....	5		
Doilies .....	40		
Industrial wipes .....	0		

UNBLEACHED PACKAGING:

Corrugated boxes .....	35
Fiber boxes .....	35
Brown papers (e.g. bags).....	5

RECYCLED PAPERBOARD:

Recycled paperboard products .....	80
Pad backing .....	90

**F.5 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from 1/1/04 through 12/31/04 inclusive of all required reports.

**F.6 DELIVERY SCHEDULE (EP 52.212-160) (APR 1984)**

The following items shall be delivered under this contract:

TITLE	QTY	DATE DUE
Other Reports and Notifications	1	TBD
Monthly Technical and Financial Progress Report	4	TBD

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
1552.216-74	MAY 1991	PAYMENT OF FEE
1552.242-71	OCT 1992	CERTIFICATE OF INDIRECT COSTS

**G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

### **G.3 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management (3802R)  
Ariel Rios Building

1200 Pennsylvania Avenue, N.W.  
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed

below:

Cost Center  
Period  
Rate  
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

**G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Gerald Alston  
U.S. Environmental Protection Agency  
HPOD (3803R)  
1300 Pennsylvania Ave, NW  
Washington, DC 20460  
E-Mail: alston.gerald@epa.gov

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

**G.5 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

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**G.6 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)**

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use,

is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the Statement of Work.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
1552.203-71	AUG 2000	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER
1552.208-70	OCT 2000	PRINTING
1552.209-71	MAY 1994	ORGANIZATIONAL CONFLICTS OF INTEREST ALTERNATE I (MAY 1994)
1552.209-73	MAY 1994	NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL ALTERNATE I (JUN 1994) DEVIATION
1552.209-76	OCT 2002	CONTRACTOR PERFORMANCE EVALUATIONS
1552.219-70	OCT 2000	MENTOR-PROTEGE PROGRAM
1552.227-76	MAY 1994	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT ALTERNATE I (JUN 1994) DEVIATION
1552.228-70	OCT 2000	INSURANCE LIABILITY TO THIRD PERSONS
1552.229-70	NOV 1989	STATE AND LOCAL TAXES
1552.235-70	APR 1984	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY
1552.235-76	APR 1996	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA)
1552.235-78	DEC 1997	DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION
1552.235-79	APR 1996	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION
1552.235-80	OCT 2000	ACCESS TO CONFIDENTIAL BUSINESS INFORMATION
1552.237-71	APR 1984	TECHNICAL DIRECTION DEVIATION
1552.237-75	APR 1984	PAPERWORK REDUCTION ACT
1552.239-70	OCT 2000	REHABILITATION ACT NOTICE
1552.245-72	APR 1984	FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY

**H.2 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (MAR 1997) ALTERNATE V (MAY 1994)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.



(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, during the life of this contract, agrees not to enter into any contracts, subcontracts with, or have any financial interest in commercial firms in the **Chemical Industry, Chemical Manufacturers and the Biotechnology Industry** unless otherwise authorized by the Contracting Officer. Such firms include, but are not limited to, those which manufacture, buy or sell chemicals, biological properties, or genetically engineered chemicals and/or technical services firms in the chemical or biological health and environmental assessment industry, and those firms acting in a consulting or advisory capacity with or for firms trying to overturn or circumvent the regulations which are related to this contract.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review

by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

### H.3 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start Date	End Date
Option Period I	01/01/05	12/31/05
Option Period II	01/01/06	12/31/06
Option Period III	01/01/07	12/31/07
Option Period IV	01/01/08	12/31/08

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort (Direct Labor Hours)
Option Period I	30,020
Option Period II	32,020
Option Period III	33,720
Option Period IV	34,220

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

Option Period	Estimated Cost	Fixed Fee	Total
Option I	-----	-----	-----

Option II	_____	_____	_____
Option III	_____	_____	_____
Option IV	_____	_____	_____

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

Option Period	Base Amt.	Optional Amt.
Option I	43,050	22,575
Option II	45,202	23,703
Option III	47,463	24,889
Option IV	49,836	26,133

#### H.4 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997) DEVIATION

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

Period	Level of Effort (Direct Labor Hours)
-----	-----
BASE Period	15,000
Option Period I	15,500
Option Period II	17,000
Option Period III	17,000
Option Period IV	17,000

The Government may issue a maximum of 10 orders to increase the level of effort in multiples of 500 hours during any given period.

The estimated cost and fixed fee of each multiple of hours is as follows:

Period	Estimated Cost	Fixed Fee	Total
Base Period	_____	_____	_____
Option Period I	_____	_____	_____
Option Period II	_____	_____	_____
Option Period III	_____	_____	_____

Option Period IV \_\_\_\_\_

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost" clause will be modified accordingly.

#### **H.5 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)**

(a) In accordance with FAR 19.1202-4(a) and EPAAR 52.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

Contractor Targets	NAICS Major Group	Dollars	Percentage of Total Contract Value
Total Prime Contractor Targets (Including joint venture partners)			
Total Subcontractor Targets			

(b) The following specifically identified SDB(s) was (were) considered under the Section M-SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

#### **H.6 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business

Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

**H.7 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)**

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

**H.8 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)**

As provided in paragraph (a)(1) of EPAAR 1552.228-70, "Insurance Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

**H.9 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

Project Leader

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c)

to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (OCT 1995)
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	JUN 1996	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER DEVIATION
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-3	JAN 1999	NOTICE OF TOTAL HUBZONE SET-ASIDE
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2001	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY

52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS ALTERNATE I (DEC 2001)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	JUN 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUN 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT
52.232-25	FEB 2002	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS
52.244-2	AUG 1998	SUBCONTRACTS ALTERNATE II (AUG 1998)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	APR 2003	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.247-67	JUN 1997	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.252-6	APR 1984	AUTHORIZED DEVIATIONS IN CLAUSES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS



**I.2 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within (30)thirty calendar days.

**I.3 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**I.4 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000) ALTERNATE I (AUG 2000)**

(a) *Definitions.* As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery,

having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

#### CERTIFICATION

I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

\_\_\_\_\_  
(Signature of the Officer or Employee)

\_\_\_\_\_  
(Typed Name of the Officer or Employee)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Company, Firm, or Organization)

\_\_\_\_\_  
(Date)

(End of certification)

(c) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to \_\_\_\_\_.

#### **I.5 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987)**

(a) DEFINITIONS.

"Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional

characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulas, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited-rights data as set forth in the Limited Rights Notice of subparagraph (g) (2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g) (3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.

"Technical data," as used in this clause, means that data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) ALLOCATIONS OF RIGHTS.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Use, release to others, reproduce, distribute, or publish any data

first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) COPYRIGHT.

(1) DATA FIRST PRODUCED IN THE PERFORMANCE OF THIS CONTRACT. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) DATA NOT FIRST PRODUCED IN THE PERFORMANCE OF THIS CONTRACT. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; PROVIDED, HOWEVER, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) REMOVAL OF COPYRIGHT NOTICES. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) RELEASE, PUBLICATION AND USE OF DATA. (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) UNAUTHORIZED MARKING OF DATA.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraphs (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from the receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) OMITTED OR INCORRECT MARKINGS.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense and the Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction, at the Contractor's expense, of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) PROTECTION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE.

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause above are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish it to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu

thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) (Reserved)

(3) (Reserved)

(h) SUBCONTRACTING. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) RELATIONSHIP TO PATENTS. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

#### **I.6 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) ALTERNATE V (JUN 1987)**

(a) DEFINITIONS.

"Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulas, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited-rights data as set forth in the Limited Rights Notice of subparagraph (g) (2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published

copyrighted computer software; including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.

"Technical data," as used in this clause, means that data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) ALLOCATIONS OF RIGHTS.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in- -

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to --

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) COPYRIGHT.



(1) DATA FIRST PRODUCED IN THE PERFORMANCE OF THIS CONTRACT. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) DATA NOT FIRST PRODUCED IN THE PERFORMANCE OF THIS CONTRACT. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; PROVIDED, HOWEVER, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) REMOVAL OF COPYRIGHT NOTICES. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) RELEASE, PUBLICATION AND USE OF DATA. (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) UNAUTHORIZED MARKING OF DATA.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraphs (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from the receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this

contract.

(f) OMITTED OR INCORRECT MARKINGS.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense and the Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction, at the Contractor's expense, of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) PROTECTION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE.

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause above are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish it to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) (Reserved)

(3) (Reserved)

(h) SUBCONTRACTING. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) RELATIONSHIP TO PATENTS. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(j) The contractor agrees, except as may be otherwise specified in this contract for specific data items listed as not subject to this paragraph, that the Contracting Officer or an authorized representative may, up to three years after acceptance of all items to be delivered under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.

#### **I.7 ADDITIONAL DATA REQUIREMENTS (FAR 52.227-16) (JUN 1987)**

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data--General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data--General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data--General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

#### **I.8 RIGHTS IN DATA--SPECIAL WORKS (FAR 52.227-17) (JUN 1987)**

(a) DEFINITIONS.

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) ALLOCATION OF RIGHTS (1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) COPYRIGHT.

(1) DATA FIRST PRODUCED IN THE PERFORMANCE OF THIS CONTRACT.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgement of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) DATA NOT FIRST PRODUCED IN THE PERFORMANCE OF THIS CONTRACT. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) RELEASE AND USE RESTRICTIONS. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) INDEMNITY. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

**I.9 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>  
<http://www.epa.gov/oam/ptod/epaar>

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[ Insert one or more Internet addresses ]

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

NUMBER	ATTACHMENT TITLE
1	Invoice Preparation Instructions
2	Minimum Standards for Conflict of Interests
3	NIH Contractor Performance Report
4	Past Performance Questionnaire
5	Client Authorization Letter
6	Sample Task
7	Sample Task II

**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.203-11	APR 1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-3	OCT 1998	TAXPAYER IDENTIFICATION
52.204-5	MAY 1999	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
52.209-5	DEC 2001	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
52.209-8	NOV 1991	ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE-- ADVISORY AND ASSISTANCE SERVICES
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-22	FEB 1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
52.222-25	APR 1984	AFFIRMATIVE ACTION COMPLIANCE
52.223-4	OCT 1997	RECOVERED MATERIAL CERTIFICATION
52.223-13	JUN 2003	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
52.230-1	JUN 2000	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
52.230-1	JUN 2000	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION ALTERNATE I (APR 1996)
1552.204-70	JAN 2001	BUSINESS OWNERSHIP REPRESENTATION
1552.209-72	APR 1984	ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION
1552.224-70	APR 1984	SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT

**K.2 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541620 *[insert NAICS code]*.

(2) The small business size standard is \$6.0 *[insert size standard]*.



(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and

debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.3 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)**

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b) (1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.4 CONTROL AND SECURITY OF TSCA CONFIDENTIAL BUSINESS INFORMATION (EP 52.235-105) (AUG 1993)**

The offeror certifies that--

--the Contractor and its employees have read and are familiar with the requirements for the control and security of TSCA CBI contained in the manual entitled "TSCA Confidential Business Information Security Manual." (See also EP52.235-120 elsewhere in this solicitation.)

**K.5 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	FEB 2000	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.237-1	APR 1984	SITE VISIT
52.252-5	APR 1984	AUTHORIZED DEVIATIONS IN PROVISIONS
1552.209-70	APR 1984	ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION
1552.219-71	OCT 2000	PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM
1552.219-72	OCT 2000	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM
1552.233-70	JUL 1999	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS
1552.235-75	APR 1996	ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION

**L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a Cost-Plus-Fixed-Fee contract resulting from this solicitation.

**L.3 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46) (FEB 1993)**

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that

it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

#### **L.4 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

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##### **Hand-Carried Address:**

Environmental Protection Agency  
1300 Pennsylvania Avenue, N.W.  
Washington, DC 20004

##### **Mailing Address:**

Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above

within one day of filing a protest with the GAO.

**L.5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>  
<http://www.epa.gov/oam/ptod/epaar>

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 [Insert one or more Internet addresses ]

**L.6 USE OF DOUBLE-SIDED COPYING IN SUBMISSION OF PROPOSALS (EP 52.210-155) (JUL 1990)**

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, offerors shall use double-sided copying to reproduce all bids or proposals in response to this solicitation.

**L.7 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of 1/1/04 and that the required effort will be uniformly incurred throughout each contract period.

**L.8 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION**

The following number of copies of your technical proposals shall be submitted.

Technical proposal instructions:	Original plus 5 copies
Cost or pricing proposal:	Original plus 5 copies

(1) Submit your technical proposal as a separate part of the total proposal package.

These instructions are provided for the development of a clear and readable technical proposal. It should be regarded as a separate or readily detachable part of the total proposal package. All cost or pricing details must be omitted from this part of the total proposal. Offerors are urged to

prepare a technical proposal which is specific and sufficiently detailed to allow a complete evaluation of your method for satisfying the requirements set forth in the Statement of Work. Offerors are limited to 100 pages as the maximum submission, using type size no less than 12 point, single spaced. (Type size limits do not apply to Tables and Figures, provided they are clear and readable.)

#### Technical Proposal Content

Written proposals should consist of six sections: Technical Approach, Past Performance, Corporate Experience, Key Personnel, and Program Management Plan, Small and Disadvantaged Business Utilization. Each of these sections is linked to the corresponding evaluation criterion detailed in the Technical Evaluation Criteria of this RFP.

#### **A. General Instructions**

Technical proposals shall be prepared using the following guidance:

1. **Length** - The maximum length of the technical proposals shall be limited to 100 typewritten pages on 8 ½ x 11" paper, using no less than 12 point character size and no less than an average of 3/4" all around for margins. The following items are *excluded* from the above stated page limitation: letters of transmittal, cover page, table-of-contents, dividers, and briefing charts to be used in the oral presentation. Resumes and Past Performance Questionnaires are not excluded from the above stated page limitation. Foldout pages are considered as the total number of 8-1/2 by 11 inch pages or fractions thereof that they fit. Offerors are strongly urged to be as succinct, clear and concise as possible in writing the proposal and adhering to the recommended page limitation.

2. **Organization** - Offerors are advised to supply all information in the sequence and format specified below. The Offeror's proposal and supporting documentation must provide sufficient basis for a thorough evaluation. It is suggested that proposals be placed in binders with dividers clearly indicating the following sections:

- a. Technical Approach
- b. Past Performance
- c. Corporate Experience
- d. Key Personnel
- e. Program Management Plan
- f. Small Disadvantaged Business Utilization

3. **Charts** - Offerors are encouraged to use, whenever appropriate, quantitative and graphical methods to portray facts whenever possible through the use of charts, lists, matrices, diagrams, tabulations, etc.

4. **Prohibition of Cost Data** - All costs or pricing details must be omitted from the technical proposal.



5. **Exceptions** - Any exceptions or conditional assumptions taken with respect to the requirements of this RFP shall be fully explained. Please note, however, that exceptions or deviations may render your proposal ineligible for an award without discussions.

**B. Required Sections of the Written Proposal**

- a. **Technical Approach:** Understanding of Problems in Areas Related to the Statement of Work and Approach to the Problems. Your technical approach should be specific, detailed, and complete. It should clearly and fully demonstrate that you understand the requirements for the technical problems inherent in the end objectives involved and also present valid and practical solutions for the problems. Stating that you understand and will comply with the Statement of Work, or paraphrasing such phrases as, "standard procedures will be employed" and "well-known techniques will be used" will be deemed insufficient. It is recognized that all of the technical factors cannot be detailed in advance, but the technical proposal must express how you propose to comply with the work statement and a full explanation of the techniques and procedures you propose to follow.

The Offeror shall further demonstrate an understanding of **the** Toxic Substances Control Act (TSCA) or similar laws, and the ability to develop approaches that are adequate for resolving tasks envisioned under the scope of work and demonstrate its capabilities through the Sample Tasks (Attachment 6). The Proposer's response shall include detailed technical and financial workplans (including proposed design and methodology for completing the tasks; proposed staffing; and a proposed outline for reports and files).

- b. **Past Performance** In addition to the information required for corporate experience, the Offeror (and all team subcontractors with a subcontract value in excess of \$500,000) shall complete Part A of the Past Performance Questionnaire (Attachment 5) for any previous/current contract/subcontract work that the offeror determines is directly related to the SOW. Offerors should submit one form for each client or reference for whom they have performed work similar in scope to the requirements of this RFP. Multiple Project Summaries describing work performed for the same client under the same contract should be included on the same questionnaire form. Questionnaire forms are subject to the 100-page limitation on proposals.

Offerors with no past performance history, whose past performance history is clearly not relevant, or for whom past performance data is not available, will be not be evaluated favorably or unfavorably for this criterion (i.e. will receive a neutral evaluation). **Note:** If an Offeror does not submit the past performance information required and EPA becomes aware that the Offeror, in fact, has relevant past performance history, the Offeror will be deemed ineligible for award.

Offerors should not provide general information concerning their performance on the identified contracts. General performance

information will be obtained from the references. Offerors may describe any quality awards or certifications that indicate the Offeror possesses a high-quality process for developing and producing the products or services required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, Government quality awards/recognition, and private sector awards or certifications. If not bestowed upon the entire company, identify the segment or division of the company that received the award and/or certification. If the award or certification is over three (3) years old, present evidence that qualifications still apply.

In accordance with FAR 15.305(a)(2)(ii), offerors may also identify problems encountered on the identified contracts and discuss the corrective actions that offerors have implemented to ensure that the problems are not likely to occur again.

Offerors shall inform all individuals identified above that EPA Officials will be inquiring into the Offeror's past performance. Offerors should use the "Client Authorization Letter," Attachment 4, for this purpose. These individuals shall be notified prior to the submittal of this portion of the proposal.

Past Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Past Performance Questionnaire (Attachment 5) will be used to collect this information. References other than those identified by the Offeror may be contacted by the Government and used in the evaluation of the Offeror's past performance.

If no responses are received from a reference, the Government will attempt to contact another reference identified by the Offeror, contact a reference not identified by the Offeror, or complete the evaluation with those references who responded. Attempts to obtain responses will generally not go beyond two telephonic or written messages. The Government is not obligated to contact all references identified by the offeror.

If negative feedback is received from a reference, the Government will compare the negative response to the Offeror's other references to note differences and a score will be assigned based upon consideration of all information obtained. Negative responses will only be disclosed to an Offeror if discussions are held, except to the extent any such clarifications or communications are permitted prior to discussions (if any) under FAR 15.306. Under no circumstances will the individual names of responding references be disclosed.

Team subcontractor's past performance will be evaluated similarly. The above instructions apply to all team subcontractors proposed.

**c. Corporate Technical Competence and Experience.** Provide a resume

of company past experience and performance in the field of technical endeavor which would especially qualify your company for this requirement. List all prime contracts and subcontracts in which any performance has occurred of a comparable or related nature and complexity for the Government and private industry in the past three (3) years, and furnish the following:

- i) Contracting Agency (Company), address and phone number.
- ii) Contract number and type of contract.
- iii) Date of contract, period and place of performance.
- iv) Address and phone number of Contracting Officers and technical officers.
- v) Turnover percent of contract personnel per year.
- vi) Size of contract (average number of professional technical personnel by contract year; personnel by contract year per category) and dollar value.
- vii) Brief description of contract work, responsibilities, and products.
- viii) Indicate comparability to proposed effort. It is not sufficient simply to state that it is comparable in magnitude and scope. Rationale must be provided to convince the Government that it is indeed comparable.
- ix) Discuss any major technical problems encountered and how they were overcome.
- x) If you propose to use subcontractors who will occupy a major role in this effort, provide as much detail listed above, as available, on these subcontractors.

**d. Key Personnel (Project Personnel Qualifications and Utilization).**

Your technical proposal should include a description of the project group proposed for accomplishing the objectives of this RFP. Include an organizational chart for the project showing the name of the project manager and the names of key and other personnel. Include a brief resume for each person shown stating the special qualifications applicable to the performance of this contract. For key personnel, the resumes should also describe their educations, backgrounds, recent experience, and scientific or technical accomplishments. Provide a spreadsheet indicating the percentage of effort, by task, that each of the key personnel will be committed to the project. If consultants, advisors, or subcontractors are to be used, describe the arrangements, and include resumes of the key personnel. In addition, for consultants, provide a letter of commitment.

Describe the capacity of your organization with respect to current employee equivalent availability. Are employees on which estimates are based currently on your payroll and available for this work? If not, state the number and types of skills of persons who would have to be hired and your plan for obtaining these personnel.

**e. Program Management Plan.** The offeror shall describe the personnel, methods, and other resources that will be used to manage this contractual effort. Describe the physical facilities to be used. Specific topics to be addressed should include at least:

- i) identification of Project Management Team and its location within the Corporate structure.
- ii) methods to be employed to manage subcontractors and consultants, if applicable.
- iii) methods to be used for technical progress and financial status reporting.
- iv) methods and resources to be used for personnel training.
- v) methods to be used to ensure timely, professional, and quality performance on the part of the Project Team.
- vi) general management practices for handling and resolving problems.
- vii) corporate resources that are available to support management and technical requirements (e.g., technical editors, graphics capabilities, ADP systems, word processing systems).

f. Small Disadvantaged Business Participation

**Offerors should also quantify and describe their utilization of Small Disadvantaged Business Concerns (regardless of dollar values)**

Under this evaluation factor(or subfactor, if appropriate), offerors will be evaluated based on their demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable North American Industry Classification Systems (NAICS) Industry Subsectors as determined by the Department of Commerce. As part of this evaluation, offerors will be evaluated based on: (1) The extent to which SDB concerns are specifically identified to participate in the performance of the contract (2) the extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighed more heavily than non-enforceable commitments) (3) the complexity and variety of the work the SDB concerns are to perform under the contract (4) The realism of the proposal to use SDB concerns in the performance of the contract (5) the extent of participation of SDB concerns, at the prime contractor and subcontractor level, in the performance of the contract (in the authorized and applicable NAICS Industry Subsectors in terms of dollars and percentages of the total contract value.

- C. **Assumptions, Deviations, and Exceptions.** Any exceptions or conditional assumptions taken with respect to the technical requirements of the RFP should be fully explained. Any exceptions taken to the technical requirements should be fully justified. Such exceptions will not, of themselves, automatically cause a proposal to be termed not fully responsive to the RFP requirements. A large number of exceptions, or one or more significant exceptions not providing any obvious benefit to the Government, may result in a finding that your proposal is not within the competitive range.

- D. **Additional Information.** The technical proposal should include UNPRICED

details of labor hours, material, travel and other direct cost elements. Use exhibits and schedule formats that will be readily identifiable by comparison with your cost proposal. The technical proposal should include a statement of whether or not acceptance of a contract for this project might have an adverse effect on the performance of other Government contracts. If "yes," indicate the nature and extent of the effect.

#### **L.9 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)**

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$100,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least (5) five contracts and subcontracts completed in the last (3) three years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

#### **L.10 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)**

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 10 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

#### **L.11 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

#### **L.12 DEFINITION OF LABOR CLASSIFICATIONS (EP 52.215-120) (FEB 1985)**

Offerors shall use the following labor classifications in preparing their technical and cost proposals.

(a) Definition of labor classifications. The direct labor hours appearing below are for professional and technical labor only. These hours do not include management at a level higher than the project management and clerical support staff at a level lower than technician. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must

include them along with an estimate of the directly chargeable man-hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed. Additionally, the hours below are the workable hours required by the Government and do not include release time (i.e., holiday, vacation, etc.).

(b) Distribution of level of effort. Submit your proposal utilizing the labor categories and distribution of the level of effort specified below:

Estimate Level of Effort

Period	Base Amount	Optional Amount
-----	-----	-----
BASE Period	30,020	15,000
Option Period I	30,020	15,500
Option Period II	32,020	17,000
Option Period III	33,720	17,000
Option Period IV	34,220	17,000

The distribution of the Level of Effort for the specified period is as follows:

BASE PERIOD	Base Amount	Optional Amount
PL4	9,286	4,484
PL3	6,040	3,156
PL2	6,016	3,176
PL1	8,678	4,184
OPTION PERIOD I	Base Amount	Optional Amount
PL4	9,286	4,684
PL3	6,040	3,356
PL2	6,016	3,276
PL1	8,678	4,184
Option PERIOD II	Base Amount	Optional Amount
PL4	9,924	5,374
PL3	6,440	3,660
PL2	6,301	3,454
PL1	9,355	4,512
Option PERIOD III	Base Amount	Optional Amount
PL4	10,753	5,374
PL3	7,012	3,660
PL2	6,884	3,454
PL1	9,071	4,512
BASE PERIOD IV	Base Amount	Optional Amount
PL4	11,253	5,374
PL3	7,012	3,660
PL2	6,884	3,454
PL1	9,071	4,512



(c) When identifying individuals assigned to the project, specify in which of the above categories the identified individual belongs. If your company proposes an average rate for a company classification, identify the professional or technical level within which each company category falls.

(d) You should also submit Standard Forms 1411 for each of the following:

- 1) A summary proposal for the total contract period
- 2) For each contract period:
  - i) a Summary Proposal
  - ii) a Proposal for the basic quantity
  - iii) a Proposal for the optional quantity

#### DEFINITION OF LABOR CLASSIFICATIONS

Offerors shall use the following labor classifications in preparing their technical and cost proposals:

##### PROFESSIONAL

(1) Level 4 - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

Typical Title: Project Leader, Chief Engineer  
Normal Qualifications: Ph.D. Degree or equivalent; and  
Experience: 10 years or more

(2) Level 3 - Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in methods, design or equipment where necessary. Operates with same latitude for unreviewed action or decision.

Typical Title: Project Engineer, Group Leader  
Normal Qualifications: Masters Degree or equivalent; and  
Experience: 6-12 years

(3) Level 2 - Under supervision of a senior or project leader, carries out assignments associated with projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment coordinates the activities of juniors or technicians. Work assignments are varied and require some originality and ingenuity.

Typical Title: Engineer, Analyst  
Normal Qualifications: B.S. Degree or equivalent; and  
Experience: 3-8 years

(4) Level 1 - Lowest or entering classification. Works under close supervision of senior or project leader. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title: Junior, Associate

Normal Qualifications: B.S. Degree or equivalent; and

Experience: 0-3 years

#### Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

#### TECHNICIAN

(1) Level 3 - Performs nonroutine and complex assignments. Works under general supervision of a scientist or engineer. Performs experiments or tests which may require nonstandard procedures and complex instrumentation. Records, computes and analyzes test data prepares test reports. May supervise lower level technicians.

Typical Title: Senior Technician

Experience: 6 years or more

(2) Level 2 - Performs assignments that are normally standardized. Operates testing or processing equipment of moderate complexity. May construct components or subassemblies of prototype models. May troubleshoot malfunctioning equipment and make simple repairs. Extracts and processes test data.

Typical Title: Technician

Experience: 2-6 years

(3) Level 1 - Performs simple and routine tasks or tests under close supervision. Records test data and may prepare simple charts or graphs. Performs routine maintenance and may install or set up test equipment.

Typical Title: Junior Technicians, Technician Trainee Experience: 0-2 years

## Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

**L.13 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)**

For evaluation purposes, offerors shall propose the following amounts for the Base Period. Propose these same amounts for escalated by 5% over the amount in the proceeding period, in each option year. If it is normal practice to treat these costs as indirect, exclude the appropriate amount(s) and why the cost was excluded.

Cost Category	Base Amount	Optional Amount
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Note: For the "Other Direct Cost" line items listed in the Schedule and below, cost in excess of the following amounts are not allowable as a direct charge to this contract without prior written consent of the Contracting Officer, and a modification to the basic contract to increase the "Other Direct Cost", clause. "Other Direct Cost may include local and long distance travel, ground transportation, courier/messenger service/postage, computer usage time/literature search, reproduction, supplies other than those office consumables required for the normal conduct of business, communications and other miscellaneous direct cost.

No Subcontractors or Consultant shall be included in other Direct Costs. No Labor Hours (Professional, Technical or Clerical) shall be included in Other Direct Costs.

Period	Item	Base Amt.	Optional Amt.
BASE	Other Direct Cost	\$41,500*	\$21,500*

\*Exclusive of G&A

**L.14 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)**

This new procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

Percent of the set-aside: 0%

(b) 8(a) Program: Not Applicable

**L.15 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)**

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

**L.16 ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2) (MAR 1999)**

a. General Instructions

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding bid/proposal submission and late bid/proposals. Please note that there are distinct addresses designated for bid/proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/overnight delivery service bids/proposals while Block 8 indicates the address specified for receipt of bid/proposals sent by U.S. Mail. Bidders/Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Bidders and offerors are also responsible for allowing sufficient time for the bid/proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for bid/proposal receipt on time. Failure to timely deliver a bid/proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, which is the location designated for bid/proposal receipt in blocks 7 and 8 of the SF 33, will render the bid/proposal "late" in accordance with FAR 14.304 and/or 15.208 and disposition of the bid/proposal will be handled in accordance with FAR 14.304 and 52.214-7 for bids and FAR 15.208 and 52.215-1 for proposals. Bidders/Offerors are cautioned that receipt of a bid/proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation/invitation for bids.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any bid/proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility at another location in S.W. Washington, DC, and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not co-located with the mail handling facility. Bids/proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution

system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Bidders/Offerors electing to utilize the U.S. Mail for bid/proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the internal routing of their bid/proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

EPA's Bid & Proposal Room that is designated for receipt of hand delivered bids/proposals is located on the 6th floor of the Ronald Reagan Building, 1300 Pennsylvania Ave, N.W., Washington, D.C. The Bid and Proposal Room hours of operation are 8:00AM - 4:30PM weekdays, except Federal holidays. Because this is a secure area, EPA bidders/offerors/contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, located to the left of the 13 ½ street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed bid/proposal, as described below, will be required for admittance to the Bid & Proposal Room. Bids/proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the bid/proposal in the Bid & Proposal Room.

d. Overnight Delivery Services- SF 33 Block 7

Bid/Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of bids/proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mail room in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required by block 7 of the SF 33, overnight delivery service packages are NOT regularly delivered directly to the Bid & Proposal Room. Because bids and proposals must be physically received at the Bid & Proposal Room to be considered officially received, bidders/offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their bids/proposals will be officially received on time. Bidders/offerors remain responsible for the timely delivery of their bids/proposals to the Bid & Proposal Room.

e. Bid/Proposal Submission Labels

EPA has developed labels for use on packages containing bids, proposals, amendments, modifications, withdrawals, or revisions. Use of these labels will facilitate the routing of bids and proposals to the Bid & Proposal Room. The label may be found on EPA's Office of Acquisition Management homepage at [www.epa.gov/oam](http://www.epa.gov/oam) under Special Interest. The labels may be reproduced. Offerors/bidders choosing not to use the EPA labels must ensure that the following information is clearly indicated on the outside wrapper of all

packages containing bids/proposals.

For US MAIL:

Environmental Protection Agency  
 BID and PROPOSAL ROOM, Mail Code 3802R  
 Ariel Rios Building  
 1200 Pennsylvania Avenue, N.W.

Washington, D.C. 20460

Specified Date and Time for Receipt of Bids/Proposals: Date Time

Solicitation Number: \_\_\_\_\_

Offeror's Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For Other Than US MAIL

U.S. Environmental Protection Agency  
 BID and PROPOSAL ROOM, Mail Code 3802R  
 Ronald Reagan Building, 6th Floor  
 1300 Pennsylvania, Ave  
 Washington, D.C. 20004

Specified Date and Time for Receipt of Bids/Proposals: Date Time

Solicitation Number: \_\_\_\_\_

Offeror's Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### **L.17 ORGANIZATIONAL CONFLICT OF INTEREST PLAN (RACS-L-96-4)**

(a) The offeror shall submit, along with its cost proposal, an Organizational Conflict of Interest Plan which outlines the procedures in place to avoid, neutralize or mitigate conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address, step by step, the checks and balances in place to detect and report potential or actual conflicts of interest at the organizational or personal level in accordance with the Minimum Standards for Conflicts of Interest Plans at Attachment 2.

The Organizational Conflict of Interest Plan shall be negotiated within the time specified by the Contracting Officer and incorporated into any resulting contract. The plan shall be evaluated in accordance with the provisions in Section M entitled "Evaluation of Conflict of Interest Plan". The Plan will be evaluated as acceptable or not acceptable. Notwithstanding the evaluation of an offeror with respect to any other evaluation factor, an offeror that submits a plan that ultimately is unacceptable after the completion of negotiations will not be eligible for award.

Offerors shall review Section L provision entitled, "Organizational Conflict of Interest Notification" prior to preparation of the Organizational Conflict of Interest Plan.

**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.217-5	JUL 1990	EVALUATION OF OPTIONS
1552.215-70	AUG 1999	EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS

**M.2 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)**

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price. Per FAR Clause 52.215-1 (f) (4), the Government intends to evaluate proposals and award a contract without discussions with offerors. Please read the complete clause for full details.

(b) Evaluation factors and significant subfactors to determine quality of product or service: Proposals will be evaluated based on the information presented in written proposals and on past performance information obtained by the Government. Such information will demonstrate to the evaluators the offeror's qualifications in regard to the evaluation factors set forth below, which are to be evaluated and weighted as set forth below.

**Evaluation Factors**

- a. Technical Approach
- b. Past Performance
- c. Corporate Technical Competence and Experience
- d. Key Personnel (Project Personnel Qualifications and Utilization)
- e. Program Management Plan
- f. Small and Disadvantaged Business Utilization

The Clause L.8 Technical Proposal Instructions are hereby incorporated by reference into the evaluation factors.

**1. TECHNICAL APPROACH (275 points)**

Offerors will be evaluated on their approach to planning and organizing

contract activities as presented in the SOW, including the management of subcontractors and the roles and responsibilities of key personnel. Offerors will be evaluated on the extent to which they can meet the requirements of the contract through clear lines of authority, communication and responsibility; their ability to integrate the complex tasks of the SOW and oversee their concurrent implementation; and their ability to resolve potential problems arising during contract performance. Offerors will be evaluated on their approach to committing personnel and maintaining a high degree of responsiveness to the periodic, unpredictable nature of the activities associated with the SOW. Offerors will be evaluated on their effective distribution of work between prime and subcontractors to adequately support the SOW.

Offerors will be evaluated on their proposed distribution of P-Level employees, including prime and team subcontractors, to effectively meet the requirements of the SOW. The evaluation of management approach will be based on the written proposal and on information presented during the oral presentation.

The Proposer shall demonstrate an understanding of TSCA or similar laws, and the ability to develop approaches that are adequate for resolving tasks envisioned under the scope of work and demonstrate its capabilities through the two Sample Tasks (Attachment 6). The Proposer's response shall include detailed technical and financial workplans (including proposed design and methodology for completing the tasks; proposed staffing; and a proposed outline for reports and files).

## **2. PAST PERFORMANCE (250 points)**

Offerors' past performance will be evaluated based on the information presented in their Past Performance Questionnaire forms (Attachment 5) on information obtained by contacting the Offerors' supplied references and/or on other information obtained by the Government from other sources. Offerors will be evaluated on previous customer satisfaction in areas including quality of performance, technical knowledge, timeliness of performance, cost control, management approach, key personnel, and overall satisfaction. Additionally, the Offerors will be evaluated on the relevance of their previous experience to the task areas of the SOW.

Offerors with no past performance history, whose past performance history is clearly not relevant, or for whom past performance data is not available, will not be evaluated favorably or unfavorably on past performance for those reasons (i.e. will receive a neutral rating). Every attempt will be made to ascertain meaningful past performance information on which the offeror's prior performance can be evaluated. Note: If an Offeror does not submit the past performance information required, and EPA becomes aware that the Offeror, in fact, has relevant past performance history, the Offeror will be ineligible for award.

## **3. CORPORATE TECHNICAL COMPETENCE AND EXPERIENCE (190 points)**

Offerors will be evaluated on their current and prior corporate experience managing contracts of a similar scope, dollar value, size and complexity to



the tasks in the SOW. The Offerors will be evaluated on the information presented in their written proposal pertaining to all contracts and subcontracts currently in process, or completed within the past three years, which are similar in nature to this requirement.

This criterion applies to the prime contractor and subcontractor. Document pertinent procurements and procurement abstracts, contract identification number, sponsoring agency, Government Project Officer and telephone number, and any relevant non-government contracts. Evaluation of this criterion includes, but is not limited to, such areas as the following:

Experience in successfully obtaining expert consultants or qualified subcontractors in the areas required under this contract in less than 5 days from assignment of project; successfully completing projects requiring key personnel to be available for responding to quick response task orders; and conducting quick-response health and environmental assessment tasks for new and existing chemicals and biotechnology products.

Experience in managing a coordinated effort with another scientific technical contractor.

Experience in performing and managing multimillion dollar task-ordering or similar contractual agreements, and the ability to begin work with 15-25 people within two months of award.

Ability to form and manage high quality technical and scientific teams of expert scientists in discipline areas identified in the SOW to perform tasks of similar type and complexity as work to be performed on the proposed contract.

Ability to develop and monitor automated data systems for recurring submissions and assessments.

Ability to produce clearly written documents and clear oral briefings to upper level government officials.

#### **4. KEY PERSONNEL PROJECT PERSONNEL QUALIFICATION AND UTILIZATION (165 points)**

The proposed key personnel will be evaluated against the minimum qualification requirements for education and relevant experience stated in the Section L.14 "Definitions of Labor Classifications, and on the extent to which they possess the appropriate technical knowledge and expertise on the programs and issues described in the SOW. In addition, they will be evaluated on their experience in relevant project management, and possession of substantive, relevant knowledge within their respective subject areas.

The proposal shall specify the in-house team and any subcontractors (with their in-house teams) and consultants likely to be used in the project; state their capabilities and experience in areas related to the scope of work; and identify key personnel. Evaluation of the adequacy of proposed personnel includes, but is not limited to, such considerations as the following:

Documented training and experience of assigned personnel and mechanisms

for access to nationally recognized consultants in the discipline areas specified in part C of the SOW.

Documented experience of the proposed Project Manager in managing contracts of size and type comparable to this contract, managing toxicological and ecological review tasks, and intraorganizational management. His/her demonstrated ability to manage up to thirty (30) Work Assignments simultaneously and complete on time projects that are of similar complexity to those identified in the SOW.

Demonstrated continuous availability and stability of key personnel through: the level of effort to be contributed to this project (expressed in percentage or person-months of professional effort) by each of the key personnel identified; present and past employers, length of experience with present and past employers, and specific projects (including organizational units); any other factors that will demonstrate that these key personnel or equally qualified persons will be available during the duration of this contract; and availability of key personnel for short-turnaround tasks.

#### **5. Program Management Plan (80 Points)**

Offerors will be evaluated on their (as well as team subcontractors) personnel, methods, and other resources that will be used to manage this contractual effort.

This evaluation criterion applies to the program management of the prime contractor and the subcontractor(s). Proposed management structure shall be provided, including subcontractors, consultants and other persons that are not fulltime employees of the contractor, as well as procedures and administrative systems to perform assignments under the proposed contract include examples of all forms used to facilitate assignment management). Evaluation of program management will include, but is not limited to, such areas as:

- project reporting to corporate management (including the internal review process);
- the corporate organizational structure;
- the accessibility to this project of corporate resources, including geographic location and facilities for rapid communications and expert consultation;
- demonstrated performance in implementing and maintaining quality control and quality assurance programs, including security measures, for preparing tasks identified in the SOW.

#### **6. Utilization of Small Disadvantaged Business - 40 Points**

Offerors will be evaluated on their documented past performance of utilizing small disadvantaged business concerns. Under this evaluation factor(or subfactor, if appropriate), offerors will be evaluated based on their demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable North American Industry Classification Systems (NAICS) Industry

Subsectors as determined by the Department of Commerce. As part of this evaluation, offerors will be evaluated based on: (1) The extent to which SDB concerns are specifically identified to participate in the performance of the contract (2) the extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighed more heavily than non-enforceable commitments) (3) the complexity and variety of the work the SDB concerns are to perform under the contract (4) The realism of the proposal to use SDB concerns in the performance of the contract (5) the extent of participation of SDB concerns, at the prime contractor and subcontractor level, in the performance of the contract (in the authorized and applicable NAICS Industry Subsectors in terms of dollars and percentages of the total contract value.

### **M.3 EVALUATION OF CONFLICT OF INTEREST PLAN (RACS-M-96-1)**

The conflict of interest plan as described in Section L, will be evaluated as acceptable or unacceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror that submits a plan that is ultimately unacceptable after the completion of negotiations will not be eligible for a contract award.

ATTACHMENT 1

INVOICE PREPARATION INSTRUCTIONS

**INVOICE PREPARATION INSTRUCTIONS**  
**SF 1034**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U. S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_\_\_ of Standard Form 1035." Type "COST REIMBURSABLE- PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/ INDEFINITE DELIVERY- PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE- COMPLETION VOUCHER" or "INDEFINITE QUANTITY/ INDEFINITE DELIVERY- COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE- FINAL VOUCHER" or "INDEFINITE QUANTITY/ INDEFINITE DELIVERY- FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are  
for appropriate purposes and in accordance  
with the agreements set forth in the  
contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS  
SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U. S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

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**NOTE:** Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

**SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Contractor Acquired Equipment (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### **SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:



**Direct Labor** - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Contractor Acquired Equipment** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system.

through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

#### COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final

indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.

- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 2

MINIMUM STANDARDS FOR CONFLICT OF INTEREST

**MINIMUM STANDARDS FOR EPA CONTRACTORS'  
CONFLICT OF INTEREST PLANS**

**1. PURPOSE**

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

**2. COI PLAN**

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved\* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

\* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

**3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS**

**A. Corporate Structure**

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its' corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

**B. Searching and Identifying COI**

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

**C. Data Base**

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed; and
- (5) the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parents, affiliates, subsidiaries, or sister company's records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

**D. Personal Certification**

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

**E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification**

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its' WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

**F. Annual Certification**

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

**G. Notification and Documentation**

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

**H. Training**

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

**I. Subcontractor's COI Plans**

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 3

NIH CONTRACTOR PERFORMANCE REPORT



## National Institutes of Health CONTRACTOR PERFORMANCE REPORT

---

FINAL REPORT \_\_\_\_\_ INTERIM REPORT \_\_\_\_\_ (Check one)

REPORTING PERIOD: (from) \_\_\_\_\_ (to) \_\_\_\_\_

CONTRACTING OFFICE ( Location): \_\_\_\_\_

CONTRACT NUMBER:

TASK NO:

CONTRACTOR NAME:

ADDRESS:

CITY:

STATE:

ZIP CODE:

CONTRACT AWARD DATE:

CONTRACT EXPIRATION DATE:

TIN:

CONTRACT VALUE: \$

SIC:

DESCRIPTION OF REQUIREMENT (Title): \_\_\_\_\_

---

### RATINGS

---

Summarize contractor performance and *circle* the number which corresponds to the rating for each rating category. (See attached Rating Guidelines) At this time comments are limited to 2000 characters.

QUALITY OF PRODUCT OR SERVICE

Rating: 0 1 2 3 4 5

Comments:

COST CONTROL

Rating: 0 1 2 3 4 5

Comments:

TIMELINESS OF PERFORMANCE

Rating: 0 1 2 3 4 5

**Comments:**

**BUSINESS RELATIONS**

**Rating: 0 1 2 3 4 5**

**Comments:**

---

**SUBCONTRACTS**

**Are subcontracts involved? Yes No** *(Circle one)*

**Comments** *(Please comment on those subcontractors that have provided a significant contribution to overall contract performance.)*

---

**KEY PERSONNEL**

---

**PROJECT MANAGER/PRINCIPAL INVESTIGATOR** *(name):*

**Comments:**

**KEY PERSON** *(name):*

**Comments:**

**KEY PERSON** *(name):*

**Comments:**

---

**CUSTOMER SATISFACTION**

---

**Is/was the contractor committed to customer satisfaction? Yes No** *(Circle one)*

**If this is the Final Report:**

**Would you recommend selection of this firm again? Yes No** *(Circle one)*

**Comments:**

**PROJECT OFFICER** *(name)*:

**SIGNATURE:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**Internet Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CONTRACTING OFFICER CONCURRENCE:***(Initial)* \_\_\_\_\_

**Date:** \_\_\_\_\_

---

**CONTRACTOR'S REPRESENTATIVE** *(name)*:

**Phone:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**Internet Address:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

---

**SUMMARY RATINGS:**

**QUALITY:** \_\_\_\_\_

**COST CONTROL:** \_\_\_\_\_

**TIMELINESS OF PERFORMANCE:** \_\_\_\_\_ **BUSINESS RELATIONS:** \_\_\_\_\_

---

**CONTRACTING OFFICER** *(name)*:

**SIGNATURE:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**Internet Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

---

**CONTRACTOR'S REVIEW:**

**Were comments, rebuttal, or additional information provided?** Yes No *(Circle one)*

*(If yes: They are:*

*On file in:* \_\_\_\_\_  
(Location) (Phone))

**Attached** \_\_\_\_\_ **(Check if attached)**

---

**AGENCY REVIEW:**

**Were contractor comments reviewed at a level above the contracting officer? Yes No**

*(Circle one)*

***(If yes: They are:***

***On file in:***

\_\_\_\_\_

*(Location)*

*(Phone)*

***Attached***

*(Check if attached)*

### RATING GUIDELINES

Summarize contractor performance in each of the rating areas. Assign each area a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), 4 (Excellent), 5 (Outstanding). Use the following instructions as guidance in making these evaluations. Ensure that this assessment is consistent with any other Agency assessments made (i.e., for payment of fee purposes).

Criteria:	Quality of Product or Service	Cost Control	Timeliness of Performance	Business Relations
	<ul style="list-style-type: none"> <li>- Compliance with contract requirements</li> <li>- Accuracy of reports</li> <li>- Effectiveness of personnel</li> <li>- Technical excellence</li> </ul>	<ul style="list-style-type: none"> <li>- Record of forecasting and controlling target costs</li> <li>- Current, accurate and complete billings</li> <li>- Relationship of negotiated costs to actuals</li> <li>- Cost efficiencies</li> </ul>	<ul style="list-style-type: none"> <li>- Met interim milestones</li> <li>- Reliability</li> <li>- Responsive to technical direction</li> <li>- Completed on time including wrap-up and contract administration</li> <li>- Met delivery schedules</li> <li>- No liquidated damages assessed</li> </ul>	<ul style="list-style-type: none"> <li>- Effective management, including subcontracts</li> <li>- Reasonable/cooperative behavior</li> <li>- Responsive to contract requirements</li> <li>- Notification of problems</li> <li>- Flexibility</li> <li>- Pro-active vs reactive</li> <li>- Effective small/small disadvantaged business subcontracting program</li> </ul>
0 - Unsatisfactory	Nonconformances are jeopardizing the achievement of contract requirements, despite use of Agency resources	Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources	Delays are jeopardizing performance of contract requirements, despite use of Agency resources	Response to inquiries, technical/service/administrative issues is not effective
1 - Poor	Overall compliance requires major Agency resources to ensure achievement of contract requirements	Ability to manage cost issues requires major Agency resources to ensure achievement of contract requirements	Delays require major Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is marginally effective
2 - Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements	Ability to control cost issues requires minor Agency resources to ensure achievement of contract requirements	Delays require minor Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is somewhat effective
3 - Good	Overall compliance does not impact achievement of contract requirements	Management of cost issues does not impact achievement of contract requirements	Delays do not impact achievement of contract requirements	Response to inquiries, technical/service/administrative issues is usually effective

0 - Unsatisfactory	Agency has not met minimum standards	Agency has not met minimum standards	Agency has not met minimum standards	Agency has not met minimum standards
4 - Excellent	There are no quality problems	There are no cost management issues	There are no delays	

**5 - Outstanding** The contractor has demonstrated an outstanding performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as “Excellent.”

## **NATIONAL INSTITUTES OF HEALTH CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS**

### **TOP SECTION**

1. Check the appropriate block to indicate the type of report (Interim, Final). The final evaluation of the contractor's performance will satisfy the reporting requirement stipulated in HHSAR 342.7002 (c) (2) (iv).
2. Indicate the period covered by the report.
3. List the name of the contracting officer. Identify the contracting officer's Institute and the location of the contracting office.
4. Identify the contract number of the contract being evaluated. Enter Task No. if applicable.
5. List the name and address of the contractor.
6. Enter TIN and SIC.
7. Indicate the contract award date and contract expiration date.
8. State the contract value, including any option amounts.
9. Provide a brief description of the work being performed under the contract (the title of the contract).

### **RATINGS**

Using the rating guideline, assign each area a rating of 0 (unsatisfactory), 1 (poor), 2 (fair), 3 (good), 4 (excellent), or 5 (outstanding). Provide a brief narrative (*2000 characters or less*) for each of the categories to support the rating assigned. The categories are: quality of product or service, cost control, timeliness of performance, and business relations.

### **SUBCONTRACTORS**

Indicate whether subcontracts are/were involved. Briefly summarize (*2000 characters or less*) the performance of any subcontractors that have major responsibilities under the contract or are required to perform a significant part of the contract requirement. This space may also be used to evaluate a prime contractor's management of a subcontractor.

### **KEY PERSONNEL**

List the name of the principal investigator (required) and the names of two other key personnel (optional). Briefly describe the performance of the key personnel listed. (*2000 characters or less*)

### **CUSTOMER SATISFACTION**

Circle the appropriate answer to indicate whether the contractor was committed to customer satisfaction. For the final report, indicate whether you would recommend selection of the firm again.

### **PROJECT OFFICER SIGNATURE**

The Project Officer signs this block.

#### **CONTRACTING OFFICER CONCURRENCE**

The Contracting Officer initials this block, indicating concurrence with the initial rating.

#### **CONTRACTOR'S REPRESENTATIVE**

The Contractor signs this next block, indicating review of the rating.

#### **SUMMARY RATINGS**

Indicate the rating given for each of the rating categories: quality of goods or services, cost control, timeliness of performance, and business relations.

#### **CONTRACTING OFFICER SIGNATURE**

The contracting officer signs the report when all actions are completed. If changes were made to the ratings or the narrative during the rebuttal process, a copy of the report, as revised, shall be promptly furnished to the contractor.

#### **CONTRACTOR'S REVIEW**

Indicate whether the contractor submitted a rebuttal or comments. Attach a copy of the contractor's rebuttal to this report, or indicate its location, if filed separately.

#### **AGENCY REVIEW**

If the contracting officer and the contractor are unable to agree on a final rating, the matter is to be referred to an individual one level above the contracting officer. Attach a copy of the agency's decision to this report, or indicate its location, if filed separately.



ATTACHMENT 4

PAST PERFORMANCE QUESTIONNAIRE

## PAST PERFORMANCE QUESTIONNAIRE

### SOURCE SELECTION SENSITIVE INFORMATION

Name of Offeror: \_\_\_\_\_

Contract Information  
(supplied by offeror in proposal)

Name of Contractor: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Type of Contract: \_\_\_\_\_ Period of Performance: \_\_\_\_\_

The ratings below are supplied by the contractor identified above, NOT the offeror.

Performance Elements	Not Applicable	Outstanding	Satisfactory	Unsatisfactory
1. Quality of Product or Service				
2. Timeliness of Performance				
3. Effectiveness of Management (including subcontractors)				
4. Initiative in Meeting Requirements				
5. Response to Technical Direction				
6. Responsiveness to Performance Problems				
7. Compliance with Cost Estimates				
8. Customer Satisfaction				
9. Overall Performance				

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

\_\_\_\_\_

\_\_\_\_\_

11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

\_\_\_\_\_

\_\_\_\_\_

12. Please identify any corporate affiliations with the offeror.

\_\_\_\_\_

\_\_\_\_\_

13. Would you do business with \_\_\_\_\_ again?

(insert offeror's name)

14. Information provided by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address (Street and P.O. Box)

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Time of Call

\_\_\_\_\_  
Telephone and Fax Numbers

15. Questionnaire completed by:

\_\_\_\_\_  
Name of EPA Employee

\_\_\_\_\_  
Signature of EPA Employee

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Questionnaire Completed

ATTACHMENT 5

CLIENT AUTHORIZATION LETTER

**Client Authorization Letter**

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency RFP No. \_\_\_\_\_ for the procurement of \_\_\_\_\_. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to \_\_\_\_\_  
(offeror's point-of-contact)

Sincerely,

ATTACHMENT 6

SAMPLE WORK TASK

## SAMPLE TASK I

### BACKGROUND

During a typical year the agency will receive approximately 1700 Pre-Manufacturing Notices (PMNs). Many of these new chemicals are "dropped" from further review because the estimated level of exposure is less than the level at which a risk is expected. In addition, some of these new chemicals will be recommended for immediate testing for a number of reasons. For these chemicals the Agency must review and approve protocols for the testing and review the test data when submitted. In addition a certain percentage of the new chemicals have test data submitted in the PMN which must be reviewed and summarized for use at the Structure Activity Team meetings. Finally, those chemicals which remain undergo a more exhaustive review to determine whether the chemical may present an unreasonable risk to human health or the environment. This review is known as a Standard Review and may result in a recommendation by EPA staff for testing to confirm or refute the potential risk or it may result in a recommendation to "drop". To assess the risk of a new chemical it is necessary to first assess the potential hazard posed by that chemical; hazard assessment is typically the portion of the PMN review process that is performed by the contractor.

### SCOPE OF WORK

A hallmark of the PMN process is the uneven flow of PMN submissions, Standard Reviews and data reviews. Frequently there are extended periods when the rate of new Standard Reviews and data reviews can be easily handled in-house. When the rate suddenly increases, the contractor is likely to be called upon to carry out several reviews at the same time, often in the same effect area but occasionally in widely varying effect areas. On the other hand, contractor support is almost always required to review and summarize test data submitted with the PMNs; summary sheets are required within approximately 1 week of receipt of the PMN and at the end of the month the summary data shall be added to an existing Lotus Approach data base. In **Sept.** 2003 just such a situation is expected to occur. During the month the following assignments are given to the contractor:

**Sept.** 1 - 30

A total of 120 submissions are received during the month; each submission must be reviewed for submitted health effects and environmental toxicity data and summary sheets prepared for those with data (assume 33 PMNs per week; 21 with ecotox data, 15 with health data)

**Sept.** 2

Standard Review for PMN 03-R. Effect areas: Oncogenicity, mutagenicity, developmental toxicity. Date of receipt of PMN: **8/12/03**.

**Sept.** 3

Base set ecotoxicity test data for PMN 99-Q. Date of receipt of data: **9/2/03**.

**Sept.** 7

Standard Review for PMN 03-M. Effect areas: absorption/metabolism, reproductive toxicity, immunotoxicity. Date of receipt of PMN: **8/30/03**.

**Sept.** 7

90-day oral sub-chronic toxicity study for PMN 98-G. Date of receipt: **8/25/03**.

**Sept. 24**

Standard Review for PMNs 03-X - Z.  
Effect areas: absorption/metabolism,  
neurotoxicity. Date of receipt of  
PMN: 9/12/03.

The contractor shall prepare a detailed work plan by which it would prepare data summaries for the PMNs and conduct expert reviews of the above assignments. Data summaries for PMNs are due within one week of submission of the PMN and an up-date of the existing Lotus Approach data base is due at the end of the month. First drafts are due on each assignment 21 days after date of assignment except PMN 03-R which is due 14 days after assignment. The contractor shall indicate assigned staff and expertise, reports, organization of work groups, milestones and schedules for this task, resource estimates in hours, anticipated problems and solutions, and other information necessary to define its approach, methods, and results.



## **DELIVERABLES**

A work plan is required.

Data summary sheets, as appropriate, for 120 PMNs during the month of **September**.

Oncogenicity, mutagenicity, and developmental toxicity Standard Reviews for PMN 03-R. Due date noon **Sept. 23, 2003**.

Ecotoxicity data review, due date noon **Sept. 24, 2003**.

Absorption/metabolism, reproductive toxicity, immunotoxicity Standard Reviews for PMN 03-M. Due date noon **Sept. 21, 2003**.

PMN 98-G 90-day subchronic data review. Due date noon **Oct. 22, 2003**.

Absorption/metabolism, neurotoxicity Standard Reviews for PMNs 03-X - Z. Due date noon **Oct. 15, 2003**.

## **CONFIDENTIAL BUSINESS INFORMATION**

Maintenance of documents and conduct of discussions shall conform to TSCA CBI requirements.

ATTACHMENT 7

SAMPLE WORK TASK II

## SAMPLE TASK II

### **Background**

Companies participating in the US HPV Challenge Program have agreed to address the SIDS-related physicochemical, fate, ecological, and human health endpoints. This can be done by providing "robust summaries" of existing adequate data, through the use of category approaches, SAR/QSAR, or new testing. Companies are required to submit a Test Plan that describes, usually in matrix form with explanatory test, whether existing adequate data exist and if not, how the endpoint(s) will be addressed. EPA reviews the Test Plans to determine if a reasonable approach has been taken and to judge the adequacy of the existing data. EPA and the public should provide comments within 120 days.

### **Project Goal**

The purpose of this project is to assess the adequacy of the following Test Plan and Data Summaries (for health and environmental effects) submitted to EPA under the HPV Challenge Program (SN = HPVCB submission no.).

### **Submissions to be Reviewed**

CAS #	SN	Substance
99876	147	Aromatic Terpene Hydrocarbons (p-Cymene) (Posted on RTK Web site 9/30/02)
2778429	148	Isocyanic acid, m-phenylenediisopropylidene (Posted on RTK Web site 10/10/02)

### **Timing**

The submissions covered by this Technical Directive shall be reviewed and the draft comments delivered to EPA in no more than **30 calendar days** from receipt of this Directive. **Issues or circumstances that may delay an analysis shall be discussed with the EPA WAM as early as possible.**

The contractor shall NOT delay delivery of the review in an effort to create an editorially clean product. If there are questions about implementation of this aspect of the task, please consult with EPA.

## **GENERAL GUIDANCE**

### **Background**

Submitters of Test Plans under the HPV Challenge Program must supply data summaries ("robust summaries") of key studies for endpoints deemed by the sponsor to have adequate data. EPA generally will review only the summary, although where necessary the Agency can request the full study.

GUIDANCE (Feb. 2002)

1. Reports and correspondence to EPA for specific submissions shall reference the HPVCB SN number given above.
2. Before beginning full review of a single-chemical submission, the contractor shall check the number of robust summaries submitted. If there are no data to review, or only one to four summaries, the contractor shall contact the EPA WAM to discuss whether there is a need for further contractor review.
3. The contractor shall report at once to the EPA WAM any deficiencies in the submission, such as conflicting statements as to testing, or studies referenced but not summarized, that may hinder an adequate evaluation.
4. The contractor shall immediately inform EPA WAM by email, with cc to **The project coordinator** when it encounters a submitter's statement that a chemical in a submission is in the OECD SIDS process or has undergone evaluation at a SIAM. This notification to EPA shall not affect the contractor's review.

### **Technical Direction Steps**

This TD applies to aspects of the submissions related to health effects, environmental effects, and overall or general considerations and issues.

The Test Plans and robust summaries for these submissions are accessible on the Web at [www.epa.gov/opptintr/chemrtk/viewsrch.htm](http://www.epa.gov/opptintr/chemrtk/viewsrch.htm).

### **Subtask A. Review of Test Plan (and Category Discussion if appropriate)**

The purpose of this review is to bring out strengths and weaknesses in the submission, not to provide extensively researched comment. Therefore, the review should be as concise as possible. It should include

a conclusory statement about the overall strength of the proposal.

In particular, the contractor shall identify in its report the following:

1. Any weaknesses in the organization of any test plan discussion
2. Any problems in general clarity, logic and comprehensibility

The contractor's analysis must include any recommendations by the reviewers that planned testing be changed, added or dropped because of weight-of-evidence considerations, for example, or because an SAR approach would work better with a different combination of testing and interpolation.

The contractor shall prepare its report in the format established by EPA for its Comments posted on the RTK Web site (**omitting the opening Summary section**) For examples of completed test plan reviews, the contractor is referred to the test plan comments EPA has posted on its Internet Web site at [www.epa.gov/opptintr/chemrtk/viewsrch.htm](http://www.epa.gov/opptintr/chemrtk/viewsrch.htm). Clicking on the name of the submission in the table will bring up links for all the completed activities pertaining to that submission. EPA has posted comments **for most of the submissions posted through 2/25/03**.

**\*\*Note: this date is out of synch with the posting date on page 1.**

Where the reviewer agrees with the submitter's evaluation for a set of endpoints (health effects, ecological effects) only a simple statement that the submitter's approach/conclusions are acceptable is necessary. If the reviewer disagrees with a submitter's claim of data adequacy, the conclusion shall be stated in the Test Plan section and the reasons for the disagreement stated under Review of Robust Summaries. Any recommendations by the reviewers that planned testing be changed, added, or dropped should appear in the Test Plan section.

Except as otherwise indicated, the contractor shall put reasonable effort into creating an editorially clean product, including logic flow and readability. If it appears this effort will affect timely delivery, please consult with the EPA WAM.

The contractor may insert comments to EPA as highlighted or underlined text within the document or may prepare a separate statement of issues or explanatory comments. This need not be as editorially polished as the draft EPA Comments text.

#### **Subtask B. Review of data summaries**

1. These submissions include "robust summaries" of certain SIDS endpoint studies to show that the HPV chemical has been adequately characterized for those endpoints. EPA assesses the adequacy of the robust summaries for the SIDS endpoints. Both the data adequacy guidance and the robust summary guidance for submitters, on an endpoint-by-endpoint basis, are available on EPA's Web site (<http://www.epa.gov/chemrtk/guidocs.htm>).

As data summaries are intended to represent studies or modeling that adequately characterize an endpoint, either alone or as part of a weight-of-evidence judgement, they should generally contain the basic information that permits a judgement on the study. The guidance on the Web site spells out the kind of information needed in acceptable summaries.

2. For examples of data reviews, the contractor is referred to the results of recent test plan reviews EPA has posted on its Internet Web site at [www.epa.gov/chemrtk/viewsrch.htm](http://www.epa.gov/chemrtk/viewsrch.htm). Clicking on the name of the submission will bring up links for all the completed activities pertaining to that submission. EPA has posted comments for most of the submissions posted through **2/25/03**.

3. The contractor shall **provide** its data reviews on EPA's data review forms supplied previously (Appendix 2 of the guidance document). Note that the sheet asks simple questions and the summary statements are likewise simple. Examples of completed forms were also supplied earlier; they do not appear in EPA's Web site comments but are condensed in the "Specific Comments on the Robust Summaries" section of the comments.

If it appears that the study was inadequately summarized the review should so state, with appropriate qualifiers. For example, if the summary omits without explanation the number of animals per group, this should be pointed out but with the notation that the information could be in the full study. This would not be the same as a judgement that the underlying study itself is inadequate (e.g., number of animals is stated but too small). For purposes of the HPV Challenge program, it is sufficient at this point in the review to indicate when appropriate that acquiring the full study may be desirable. Well-prepared summaries should make the full report unnecessary in most cases.

4. The contractor shall NOT review studies on skin irritation or other non-SIDS endpoints without consulting the EPA WAM.

#### **Deliverables**

1. A work plan is required

2. For each of the submissions being reviewed, please submit the products listed below in electronic format (WordPerfect) via email to the EPA WAM with cc **to the HPV Branch Chief**. Each numbered item below should be submitted when completed.

a. Draft of Comments on Test Plan and Robust Summaries in EPA's established Comments format **(omitting the opening Summary section)**. See the "Summary of EPA Comments" in the various posted EPA comments for examples and format.

b. For data summary review: one EPA data review form for each summary reviewed, except that repetitive examples of acute mammalian studies may be summarized, e.g., "X additional acute oral study summaries were reviewed and reported similar results." For ecological toxicity studies, separate review forms should be maintained for separate studies. The review forms may be combined into a single WordPerfect file, separated by page breaks.